

Crawford Co. Mem. Hospital

AFSCME (Patient Care)

7/1/2006 6/30/2008

CRAWFORD CO. MEMORIAL HOSPITAL/AFSCME
(PATIENT CARE)

06-08

AGREEMENT
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 1682, CRAWFORD COUNTY MEMORIAL HOSPITAL
NON-PROFESSIONAL PATIENT CARE UNIT

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AND

CRAWFORD COUNTY MEMORIAL HOSPITAL



EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2008

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PREAMBLE

This Agreement made and entered into this _____ day of _____, 2006, at Denison, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the Crawford County Memorial Hospital (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local, as representatives of all Regular Full Time and Regular Part Time employees of the Crawford County Memorial Hospital, Non-Professional Patient Care Unit, employed by the Crawford County Memorial Hospital, as set forth specifically in PERB Case No. 5094 (hereinafter referred to as the Union).

ARTICLE I BARGAINING UNIT

In Case Number 5094, the Union was certified by the Iowa Public Employment Relations Board for December 5, 1994, as the exclusive bargaining representative for certain employees of the Employer:

- A. INCLUDED: All regular full-time and regular part-time employees of the Employer in the following nonprofessional patient care job classifications: EMT/Paramedic, Licensed Practical Nurse, Nursing Assistant, Unit Secretary, Activity Director, Pharmacy Certified Technician, Pharmacy Clerk, Physical Therapy Aide, Physical Therapy Assistant, Staff Radiologic Technologist, Respiratory Therapy Technician, Medical Laboratory Technician and Medical Technologists.
- B. EXCLUDED: All casual part-time and on-call employees, in the nonprofessional patient care classifications listed above, all employees, in nonprofessional non-patient care classifications, all professional employees, all managers and supervisors, and all others excluded by the Act.

ARTICLE II

DEFINITIONS

- A. Employer: As used in this Agreement, the term “Employer” shall mean Crawford County Memorial Hospital.
- B. Union: As used in this Agreement, the term “Union” shall mean the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.
- C. Regular Full-time Employee: As used in this Agreement, a “regular full-time employee” is is an employee who is hired for forty (40) hours a week and regularly works or is scheduled for thirty-two (32) or more hours per week and has completed their probationary period.
- D. Part-time Employee: As used in this Agreement, a “part-time employee” is hired to work less than thirty (30) hours per week and who regularly works or is scheduled to work less than thirty (30) hours per week and who has completed the probationary period. There are two categories of part-time employees:
 - a) Regular Part-Time: These employees are regularly scheduled for a consistent number of hours per pay period.
 - b) Casual Part-Time: These employees are hired with no expectation of being scheduled except for maintaining their minimum departmental qualification requirements. Their schedules can vary from zero (0) hours a pay period to eighty (80) hours a pay period. The minimum requirement to remain a casual part time employee is to have worked in the past year and to have attended all mandatory In-Service training required for the position. May only work when no regular full-time or regular part-time employee is available.
 - c) Temporary Employee: As used in this Agreement, a temporary employee is one hired for one hundred twenty (120) consecutive calendar days, or less per calendar year.
 - d) Probationary Employee: As used in this Agreement, a “probationary employee” is a regular full-time or regular part-time employee who has not yet completed their probationary period. The probationary period consists of ninety (90) consecutive days of service to the Employer.

ARTICLE III
RECOGNITION & UNION SECURITY

Section 1 Dues Deduction

- A. Upon receipt of a lawfully executed authorization from an employee, Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction to AFSCME/Iowa Council 61 showing the name, address, social security number and amount of dues withheld from the employees, by the fifteenth day of the succeeding month. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.
- B. Union dues shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the last year of the contract or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.
- C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- D. This Local shall be allowed to independently adjust their dues structures to meet local needs.

Section 2 Bulletin Boards

- A. The Union shall be allowed to utilize adequate space on existing bulletin boards customarily used for the posting of information to the employees of the Employer.
- B. No political campaign literature or material detrimental to the Employer or the Union shall be posted. This provision shall not apply to bulletin boards customarily used for the posting of notices to the citizens of Crawford County.

Section 3 Union Visitation

The Employer agrees to allow Union representatives to visit the Employer's facilities and to utilize the Employer's break or conference rooms during non-working hours.

Section 4 People Deductions

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided upon receipt of a lawfully executed authorization from an employee. Such authorization may be revoked in writing at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any PEOPLE deduction made pursuant to this section to AFSCME/Iowa Council 16 showing the name and the amount deducted, by the fifteenth day of the succeeding month. Reporting of these deductions shall be consistent with Section 1 of this Article. The Union will notify the Employer in writing of the exact amount of such regular PEOPLE deductions to be deducted.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1 Definition

A grievance shall be a written complaint alleging a violation of any of the specific provisions of this Agreement.

- A. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure. Any supervisor may have another administrative staff member or other employer representative present.
- B. The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization, and in the case of an employee grievance, only with the approval of the public employee.
- C. The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall automatically appeal the grievance to the next step. Any time limits contained herein, however, may be extended, in writing, by mutual agreement of the Employer and the Union. In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.
- D. At any time in the grievance procedure, any bargaining unit employee shall have the right to meet and adjust his or her individual complaint with the Employer, and if mutual agreement between the Employer, the Union and the employee occurs, the grievance will be terminated without prejudice or precedent in the resolution of future grievances.
- E. All written grievances under Step 2 must be presented no later than fourteen (14) calendar days from the date of occurrence of the event giving rise to the grievance.

Section 2 Grievance Steps

Step 1

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her immediate supervisor. The Union shall be notified of all informal settlements.

Step 2

If the grievance cannot be resolved informally, the aggrieved employee or the Union shall file a grievance, in writing, within fourteen (14) calendar days from the date of occurrence of the event giving rise to the grievance, with the Department Head. Within ten (10) calendar days of receipt of the written grievance from the employee or their Union Representative, the Department Head will meet with the appropriate Union Representative at a mutually agreed upon time, date and location (with or without the aggrieved employee) and attempt to resolve the grievance. The Department Head shall respond to the grievance in writing and return his or her answer to the employee and his or her Union Representative within seven (7) calendar days from the date of the meeting with the Department Head.

Step 3

If dissatisfied with the Department Head's answer in Step 2, the Union and/or the employee may submit, in writing, an appeal by regular U.S. mail or hand-delivered to the Hospital Administrator within five (5) calendar days from receipt of the answer in Step 2. The Hospital Administrator will meet at a mutually agreed upon time, date and location with the appropriate Union Representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. The Hospital Administrator shall respond to the grievance, in writing, and return his or her answer to the employee and his or her Union Representative within seven (7) calendar days from the date of the meeting with the Hospital Administrator. Step 3 answers shall be sent by either regular U.S. mail or hand-delivered.

Step 4

If dissatisfied with the Hospital Administrator's answer in Step 3, the Union and/or the employee may submit, in writing, an appeal by regular U.S. mail or hand-delivered to the Crawford County Memorial Hospital Board of Trustees within ten (10) calendar days from receipt of the answer in Step 3. The Crawford County Memorial Hospital Board of Trustees will meet at a mutually agreed upon time, date and location with the appropriate Union Representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. The Board of Trustees shall respond to the grievance, in writing, and return their answer to the employee and his or her Union Representative within seven (7) calendar days from the date of the meeting with the Board of Trustees. Step 4 answers shall be sent by either regular U.S. mail or hand-delivered.

Step 5

1. Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via the Crawford County Memorial Hospital Board of Trustees within thirty (30) calendar days from the date of the postmark of the answer in Step 4, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis

of the Step 4 answer of the Crawford County Memorial Hospital Board of Trustees without prejudice or precedent in the resolution of future grievances. The issue as stated in Step 4 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

2. For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one time per party, a different panel of arbitrators from the Public Employment Relations Board.
3. Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Except as provided in Section 8, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.
4. The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 3 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than fourteen (14) days prior to the date of initiation of the oral grievance in Step 1.

Section 4 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

If an employee files a claim or a complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

Section 5 Exclusion of Probationary Employees

Notwithstanding any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

ARTICLE V

SENIORITY

Section 1 Definitions

A. Seniority For Benefit Accrual

Seniority for benefit accrual means an employee's length of continuous service with the Employer since his/her last date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position.

B. Job Classification Seniority

Seniority for Job Classification will be determined by the number of hours actually worked in a specific job classification calculated from the most recent date of hire or transferred to that job classification.

C. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Lists

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated once every six (6) months and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ten (10) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

Section 3 Loss of Seniority

A. The seniority of an employee shall end if any of the following occur:

- a. Upon termination of employment.
- b. Failure to report back to work after a lay off.
- c. Failure to return from an authorized leave of absence.

B. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his /her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

ARTICLE VI

LAYOFF PROCEDURE

Section 1 Application of Layoff

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article.

Section 2 General Layoff Procedures

When a layoff or permanent hours reduction occurs, the following general rules shall apply:

- A. All employees who are probationary, part-time, temporary, or casual shall be laid off before any regular full-time employees are laid off.
- B. If the reduction in staff cannot be accomplished by laying off employees as provided in Section 2 A, employees shall be laid off with employees being laid off in order of seniority with the least senior employee being laid off first.
- C. Each employee affected by a reduction in force shall be notified in writing of layoff at least ten (10) working days prior to the effective date of the layoff.

Section 3 Mandatory Time Off

Employer shall utilize mandatory time off only in the job classification affected by patient census based upon the needs of the Employer. Employee's sent home on mandatory time off shall be paid for all hours sent home at the minimum hourly rate as set by the Federal wage and hour or by the State of Iowa whichever is higher. In the event it becomes necessary for the Employer to temporarily reduce the number of hours an employee works, the following procedure shall apply:

- A. The Employer shall first seek volunteers.
- B. The Employer shall first reduce the hours or eliminate all casual part-time employees.
- C. The Employer shall not reduce the hours of the employee who most recently was required to take mandatory time off or who voluntarily did so.

Section 4 Recall Procedures

- A. Any employee laid off shall be offered a position in the classification from which they were laid off, before a new employee may be hired for such position by the Employer enforcing the layoff. Laid off employees shall be recalled in inverse order of the layoff. The Employer shall maintain a list of employees who were laid off.
- B. The Employer shall notify the laid off employee of the recall by certified mail to his/her last known address. Within seven (7) calendar days after receipt of recall notice, the employee shall inform the Employer of his/her intent to return to work or not. Within fourteen (14) calendar days after mailing of the recall notice, the employee shall report to work. Failure to return to work within fourteen (14) calendar days after mailing of recall notice shall cancel an employee's recall rights.
- C. Employees are responsible for supplying the Employer with their current address.
- D. Recall rights shall be limited to one (1) year from the effective date of layoff, or their seniority, whichever is less. Probationary employees have no recall rights.

ARTICLE VII

TRANSFERS

Section 1 Transfers Within the Hospital

- A. When the Employer decides to fill a vacancy in a job classification covered by this agreement, the following procedure shall apply:
- B. The vacancy will be posted for five (5) work days. During this period a written request for transfer to the vacancy may be submitted by current employees.
- C. In selecting the successful applicant, the Employer will consider operational efficiency, skills, ability, qualifications, aptitude, training, and past performance reviews. If these considerations are substantially equal, seniority in job classification and length of continuous service, in this order, will be the deciding factor.
- D. If no suitable requests to transfer are submitted by current employees, the position may be filled by other persons.

Section 2 Temporary Transfers

- A. The above procedure shall not apply to temporary transfers or transfers to a temporary vacancy.
- B. In the event of an involuntary transfer from one job classification to another, the employee shall retain the seniority date of the job classification previously held.

Section 3 Salary Matrix Placement

A. Promotion

An employee who transfers to a higher paying job classification shall assume placement on the salary matrix within the higher paying job classification with a minimum increase of one percent (1%) above the employee's current wage rate, excluding the no experience rate and the tenure rate unless the employee is currently being paid at the tenure rate.

B. Demotion

An employee who transfers to a lower paying job classification shall assume placement on the salary matrix within the lower paying job classification to the next lower step most closely related to the employee's current wage rate, excluding the no experience rate and the tenure rate unless the employee is currently being paid at the tenure rate.

ARTICLE VIII

HOURS OF WORK

Section 1 Work Schedules

- A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift.
- B. Tentative work schedules shall be posted not less than fourteen (14) calendar days prior to their effective date. The Employer reserves the right to change work schedules in

the event of funerals, sickness, weather or other unforeseen circumstances. Work schedule changes shall not be made for the purpose of avoiding overtime.

- C. Employees shall be allowed to switch shifts with another employee, as long as both employees mutually agree and the supervisor is notified. The switching of shifts shall not be permitted if the switching of shifts results in overtime for either employee.

Section 2 Overtime

A. Definitions

1. Overtime for all employees shall be for all hours worked in excess of forty (40) hours in a work period.
2. Work Period – Shall be a regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The work period shall start at 7:00 a.m. on Sunday and ending on the following Sunday at 7:00 a.m.
3. Work Time – The following items shall be regarded as hours worked for all employees for the purpose of computing overtime pay:
 - a. Holidays.
 - b. Paid Time Off (PTO), if taken prior to accumulating forty (40) hours in pay status.
 - c. Hospital required and approved training and conferences.
 - d. Jury Duty leave as defined in Article X, Section 5.
 - e. Hospital meetings.
 - f. Court Appearance Pay.

B. Overtime Compensation and Call Back Time

Overtime shall be compensated at a premium rate of time and one-half (1 ½) the employee's base hourly pay for all overtime hours worked. Payment shall be made in cash.

Section 3 Meal Period

- A. Employees shall be granted a one-half (1/2) hour meal period without pay scheduled at the approximate middle of the shift. If the employee's meal period is interrupted due to work needs, the Employer agrees to compensate the employee for the meal period missed or restart an uninterrupted meal period.
- B. Employees who work at least two (2) hours beyond their regularly scheduled shift shall receive a thirty (30) minute meal period without pay.

Section 4 Rest Periods

- A. All employees shall be granted a fifteen (15) minute rest period during each four (4) hours of his/her shift. The rest period shall be scheduled at approximately the middle of each four (4) hour shift. The actual time for taking the break may be determined by patient needs.

- B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period. Employee shall also receive a fifteen (15) minute rest period for each four (4) hours worked beyond their regularly scheduled shift.
- C. Unused rest periods cannot be used to extend meal periods or used to leave early at the end of the work shift.

Section 5 Standby Pay

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper.

A. Standby (Ambulance Department Employees)

Effective July 1, 2004: An employee in Standby status shall receive one dollar and seventy cents (\$1.75) for each hour in said status. An employee in Standby status on a recognized Holiday shall receive three dollars and twenty-five cents (\$3.25) for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes. Employees shall have five (5) minutes to respond.

Effective July 1, 2005: An employee in Standby status shall receive two dollars and 25 cents (\$2.25) for each hour in said status. An employee in Standby status on a recognized Holiday shall receive three dollars and seventy-five cents (\$3.75) for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes. Employees shall have five (5) minutes to respond.

B. Standby (All other Bargaining Unit Employees)

Effective July 1, 2004: An employee in Standby status shall receive one dollar and seventy cents (\$1.75) for each hour in said status. An employee in Standby status on a recognized Holiday shall receive three dollars and twenty-five cents (\$3.25) for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes. Employees shall have fifteen (15) minutes to respond.

Effective July 1, 2005: An employee in Standby status shall receive two dollars and 25 cents (\$2.25) for each hour in said status. An employee in Standby status on a recognized Holiday shall receive three dollars and seventy-five cents (\$3.75) for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes. Employees shall have fifteen (15) minutes to respond.

Section 6 Call-Back Time

The Employer agrees that employees called back for duty, whether on Standby or not, or called in on the employee's day off, or on the employee's scheduled day off, will receive a minimum of one (1) hour of pay at one and one-half (1 ½) the employee's hourly rate, to be paid in cash. This section shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original one (1) hour period, except that employees who are called back to work in excess of one (1) hour will

be paid for actual time worked. If the Employer calls back employees to work on a holiday, the Employer agrees to pay the employees at the rate of one and one-half (1 ½) times the employee's regular hourly rate, to be paid in cash. In addition, the employee shall receive an equivalent amount of time off with pay to be used within sixty (60) days.

Section 7 Shift Differential

- A. Effective July 1, 2006, in addition to the employee's regular hourly rate, the Employer agrees to pay a shift differential of seven percent (7%) of the employee's base hourly rate or overtime hourly rate, if applicable, per hour for any scheduled shift between 3:00 p.m. and 11:00 p.m. This rate shall increase to eight percent (8%) effective July 1, 2007. The Employer agrees to pay a shift differential of ten percent (10%) of the employee's base hourly rate or overtime hourly rate, if applicable, per hour for any scheduled shift between 11:00 p.m. and 7:00 a.m.
- B. Effective July 1, 2006, in addition to the employee's regular hourly rate, the Employer agrees to pay a shift differential of seven percent (7%) of the employee's base hourly rate or overtime hourly rate, if applicable, per hour for any hours worked between the hours of 11:00 p.m. Friday through 11:00 p.m. Sunday. This rate shall increase to eight percent (8%) effective July 1, 2007. These rates are in addition to any other applicable shift differential.
- C. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

Section 8 Court Appearance Pay

Any employee who is required, by the Employer, to appear in any Court or administrative proceedings during non-working hours as a result of the performance of their duties shall be paid for actual hours spent in court, at the employee's appropriate hourly rate, to be paid in cash. Any fees or remuneration the employee receives shall be turned over to the Employer, less any travel or personal expenses paid.

Section 9 Radiology Special Procedures Differential

- A. An hourly differential rate will be paid to any Staff Radiology Technician performing an Ultrasound, Mammograms and CT Scans. The total time spent will be calculated in fifteen minute increments and paid with the normal bi-weekly payroll. Time spent will be tracked by the employee on the form supplied by the Employer and totaled and verified by the department manager.
- B. The differential rates shall be as follows:
 - a. Mammograms and CT Scans \$1.00 per exam
 - b. Ultrasound \$1.00 per exam

ARTICLE IX

WAGES AND FRINGE BENEFITS

Section 1 Salary Schedule

The salary schedule for each classification of employees is in Schedule A which is attached to and made part of this Agreement. Employees shall be paid only for actual hours worked unless otherwise provided in this Agreement.

Section 2 Medical and Hospital Insurance

- A. Crawford County Memorial Hospital maintains a health insurance plan for all eligible employees. The Health Insurance policy is detailed in a Summary Plan Document available to all eligible employees. Regular full-time employees and regular part-time employees over thirty (30) hours per week may enroll in the plan as a member of the Group. The Health Benefits are outlined in the Summary Plan Document.
 - a. Effective March 1, 2005, if the employee is a full time employee, and is enrolled in one of the Employer sponsored plans, the Employer will pay as follows:
 - i. For the \$500.00 deductible plan – Sixty percent (60%) of the cost of the employee's personal premium. If the employee elects to cover the employee's family, the hospital will pay sixty percent (60%) of the cost of the employee's personal premium and the employee will pay forty (40%).
 - ii. For the \$750.00 deductible plan – Sixty percent (60%) of the cost of the employee's personal premium. If the employee elects to cover the employee's family, the hospital will pay sixty percent (60%) of the cost of the employee's personal premium and the employee will pay forty (40%).
 - iii. For the \$1000.00 deductible plan – Sixty percent (60%) of the cost of the employee's personal premium. If the employee elects to cover the employee's family, the hospital will pay sixty percent (60%) of the cost of the employee's personal premium and the employee will pay forty (40%).
 - iv. For the \$1500.00 deductible plan – Sixty percent (60%) of the cost of the employee's personal premium. If the employee elects to cover the employee's family, the hospital will pay sixty percent (60%) of the cost of the employee's personal premium and the employee will pay forty (40%). Plan options are detailed in Appendix B.
- B. The Hospital agrees to maintain a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes.
- C. If the employee enrolls in the plan within 15 days after employment begins, the employees protection will become effective the first of the month following 30 days of employment.

Refer to the Plan Documents for complete details of coverage.

Section 3 Life Insurance

- A. Life Insurance benefits will be provided to regular full-time employees and regular part-time employees over thirty (30) hours per week. The amount of life insurance provided will be one and one-half (1 ½) times annual salary to a maximum of fifty thousand dollars (\$50,000.00).
- B. The Employer will pay the full cost of the employee's personal premium.

- C. Coverage of an employee will commence on the first day of the month following one hundred and eighty (180) days of employment.

Section 4 Workers' Compensation Benefits

The Hospital pays for Worker's Compensation Insurance, as required by law, for an employee which provides a partial income to employees if they lose time from work because of an occupational disease or because they suffer an injury arising out of their employment.

Section 5 Short and Long Term Disability Coverage

A. Employee participation:

Current short and long-term disability coverage for regular full-time employees and regular part-time employees over thirty (30) hours per week is as follows:

- a. Coverage of an employee will commence on the first day of the month following six (6) consecutive months of employment.
- b. All eligible employees will be covered to age 70, as required by the Age Discrimination in Employment Act.
- c. Coverage benefits start under short-term disability with the fourth (4th) day of related leave and continue as medically necessary as determined by a physician at the rate of 66 2/3% of gross pay up to one thousand dollars (\$1,000.00) per week for up to twenty-six (26) weeks.
- d. Coverage benefits start under long-term disability after one hundred and eighty (180) days when medically necessary as determined by a physician at the rate of 66 2/3% of gross pay up to six thousand dollars (\$6,000.00) per month up to age sixty-five (65) in the case of total disability.

Refer to the Plan Documents for complete details of coverage.

B. Eligibility for Short and Long Term Disability Benefits:

Payment for illness, maternity, and accidents under this policy will be made only when the employee's family physician certifies that the employee is unable to return to work.

- a. Accidents and illnesses are covered regardless of when they occur, provided the employee are an eligible employee on the payroll of the Employer.
- b. Accidents and illness are covered regardless of when they occur, provided the employee is an eligible employee on the payroll of the Employer.
- c. Accidents, which occur on the job, are covered by Worker's Compensation and are not covered by this disability insurance.
- d. If the employee must be absent from work for more than sixty (60) days due to an illness or accident and the employee's position at the hospital is filled, the employee is still eligible for the full benefit of the sick leave and accident policy as long as a physician certifies the employee cannot work or unless the employee accepts other employment.

Excluded benefits are listed in the individual health and accident policy.

C. Employee Status while on sick Leave:

- a. If the employee is on approved paid sick leave covered by the short and long term disability policy (not a leave of absence) the employee shall continue their status as a regular full-time or regular part-time employee for up to eight (8) weeks.
- b. If the employee cannot return to full duty after the allowable period for sick leave has run out, the employee will be required to apply for an unpaid leave of absence to cover the remaining periods.
- c. While on approved paid sick leave, the employee is responsible for full payment of the employee's portion of the health insurance premium. Payment should be made in the payroll office as close to the first day of the month as possible.

D. Returning to work after illness:

If the employee is returning to duty after an absence of three (3) days or more due to illness or an accident, the employee must bring a signed statement from their physician certifying the medical necessity for the absence and that the employee's condition is suitable to return to work.

Section 6 Paid Time Off

- A. Paid Time Off (PTO) hours provide employees with paid time off away from work for rest and relaxation, holidays, illness and personal time. PTO allows for accrual of PTO hours based on all paid hours each pay period, excluding on-call, overtime or call back.
- B. PTO hours allow for flexibility and decision making by staff in scheduling time off to best meet the individual's and hospital's needs. PTO accrual is based on hours paid each pay period and the number of years of service. The PTO accrual is as follows:

YEARS	*ANNUAL DAYS ACCRUED	*ANNUAL HOURS ACCRUED	ACCRUAL RATE	*MAXIMUM ACCRUAL HOURS
0 - <5	21	168	0.0808	252
5 - <10	26	208	0.1000	312
10 - <13	28	224	0.1077	336
13 - <20	31	248	0.1192	372
>20	32	256	0.1231	384

*Above figures are based on continuous full-time employment.

*Maximum accrual will be prorated based on the employee's FTE.

- C. PTO hours begin accruing at the start of employment; however, PTO hours cannot be taken until the employee completes ninety (90) days of employment. PTO hours may be accrued to a maximum of one and one-half (1 ½) times the employees annual entitlement, PTO hours shall not accrue when the PTO hours maximum is reached. PTO hours will not start to accrue until the Maximum Accrual is reduced. PTO hours shall not accrue during an unpaid leave of absence. However, PTO hours will accrue if

the employee is scheduled to work and then, due to low census, is mandated off. Scheduled "call time" is not taken into account when figuring the PTO accrual.

- D. PTO hours are paid at the employee's normal hourly rate of pay.
- E. All PTO hours must be scheduled for a time mutually agreeable to the employee and the department manager. PTO hours will be approved based on departmental needs. PTO will be granted in the order received. If a conflict arises, it will be at the discretion of the department manager. Approval of partial days or weeks is at the discretion of the department manager. Employees will be encouraged to take at least one (1) week of consecutive time off each year. A maximum of ten (10) PTO days may be taken in one continuous period unless management approves. No less than one (1) hour can be taken at one time.
- F. In cases of absence, PTO hours shall be used.
- G. PTO may be taken for a maximum of an individual's full-time equivalent hours in a pay week.
- H. All available PTO hours must be used prior to the commencement of unpaid Family Medical Leave.
- I. PTO hours shall not accrue during an unpaid leave of absence or when an employee is on Family Medical Leave.
- J. PTO hours shall accrue during the first eight (8) weeks when an employee is off work and covered by the disability plan.
- K. PTO hours shall not be used to supplement workers' compensation or short-term disability benefits. PTO hours may be used for a holiday that employees do not work. Employees who work on any of the recognized holidays will be paid one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on the holiday. The following six (6) holidays are observed:
 - a. New Year's Day
 - b. Memorial Day
 - c. July 4th
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Christmas Day (3 PM Christmas Eve through Midnight Christmas day)
- L. Sell Back: When accrued Paid Time Off (PTO) hours total more than one hundred and sixty (160), hours may be sold back.
 - a. In increments of ten (10) hours to a maximum of forty (40) hours per occurrence.
 - b. Accrued hours may not drop below one hundred and forty (140) hours due to a Paid Time Off (PTO) sell-back.
 - c. Paid Time Off (PTO) sell-back may be used twice a year with a minimum of ninety (90) days between occurrences.
 - d. The employee has taken five (5) consecutive days off within the past year or has had a request for five (5) consecutive days off disapproved.

- e. Paid Time Off (PTO) sell-back hours must be approved by the department manager and will be paid by a separate check after the next full pay period.
- f. Paid Time Off (PTO) sell-back hours are paid at the employee's current salary base rate.
- g. Requests are made on a form available from the Employer.

L. Transfer

- a. Employees, who need an extended absence beyond their accrued paid time off (PTO) hours for a specific personal or family emergency situation, may accept paid time off hours from other employees. Employees who wish to receive paid time off from other employees must complete a PTO Transfer Application.
- b. The required leave must be for a personal or family emergency which requires the employee to be away from work beyond his or her accrued paid time off.
- c. The request will be approved or disapproved by the receiving employee's department manager and administration within ten working days.
- d. Any required verification will be obtained within the same time frame.
- e. If approval is granted and any leave without pay has been incurred, the transferred leave will be retroactive to cover the lost wages.
- f. Notice that a PTO request has been made will be posted on designated bulletin boards.
- g. Employees who voluntarily donate paid time off to a fellow employee must complete a PTO Transfer Request Form. The completed transfer request shall be approved by the donating employee's department manager and sent to Human Resources. Paid time off may be transferred in one (1) hour increments and employees may transfer PTO up to the equivalent of one-half of their annual entitlement. The employee donating hours must maintain a minimum of 40 hours PTO after transfer. All transfers will remain confidential if the employee so desires, Donated PTO is not transferred from the donor to the recipient until the recipient actually needs the hours. All accrued PTO for which the receiving employee is eligible must be used before any transferred PTO hours will be paid. Transferred PTO will be used in the order they were donated.
- h. The PTO transfer policy is intended to be used only in situations of extreme emergency and hardship where the employee does not qualify for any other supplemental income (including, but not limited to short-term disability and workers' compensation) provided by the Hospital. Abuse of the policy will be subject to disciplinary action. Any questions regarding the PTO Transfer Policy should be directed to the Human Resources Department.

M. If PTO hours are not all used, they will be paid out except in the following circumstances:

- a. At the beginning of an approved Leave of Absence.
- b. Accrued PTO hours will be paid in the case of a voluntary termination of employment provided adequate notice has been given. PTO hours cannot be

used for termination notice. In the case of involuntary termination, accrued PTO hours will be paid if required by applicable state and federal law.

- c. In the event of death, PTO hours will be paid to the estate.
- d. When an employee is reclassified as temporary, accrued PTO hours will be paid at the employee's regular rate of pay as either one (1) lump sum or in equal payments divided by either the next two (2), three (3) or four (4) paychecks following reclassification, at the employee's discretion.

Section 7 Mileage, Lodging and Meals

- A. Mileage – The Employer agrees to reimburse any employee who is required to use their personal automobile in the performance of their work for the Employer. The rate to be paid will be adjusted each July 1 to the rate allowed by the Internal Revenue Service on that date. The employee will be reimbursed per mile beginning at the employee's work site. The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the work site, before leaving on the trip. Parking fees are not included in the mileage rate and individually reimbursable.
- B. Lodging – Lodging expenses will be allowed if traveling more than one hundred (100) miles from the hospital or per the discretion of the Employer. Employees shall be reimbursed for actual expenses incurred.
- C. Meals – Employees shall be allowed meal expense when required to travel outside of the City and the trip is approved by the Employer. The meal allowance will not exceed twenty-five dollars (\$25.00) per day – breakfast - \$6.00, lunch - \$8.00, supper - \$11.00. The Employer reserves the right to establish reasonable reporting procedures.
- D. Meals for Transporting Patients – Employees shall be allowed meal expense when required to travel outside of the City and the trip is approved by the Employer and results in an employee otherwise missing a meal. The meal allowance will not exceed six dollars (\$6.00) per meal.

ARTICLE X

LEAVES OF ABSENCE

- A. Leaves of absence may be granted for family medical, personal medical or parental leave, military service, further education, jury duty, funeral leave, or when other circumstances warrant and when both the employee and the hospital will benefit from such an arrangement. The employee must have worked beyond the probationary period before a leave of absence will be considered.
- B. If it becomes necessary for the employee to be absent from their position for more than thirty (30) days, the employee must request a leave of absence. The employee's department manager / supervisor must approve the request and make application for the leave. The application requires review and approval of the administrator. The leave should be requested as far in advance of the employee's absence as possible.
- C. Leaves of absence are granted for specified periods of time. If the employee is unable to return to work at the end of the authorized period, an extension must be requested by the same procedure as the original request. In the absence of an approved extension of leave, the

employee will be considered to have voluntarily resigned their position and all tenure and benefits will be forfeited.

- D. Should the employee obtain a leave of absence, the employee will not lose their accumulated benefits, but benefits do not accrue while the employee is on leave. If the employee is a subscriber to the health insurance plan, the employee must pay the entire (100%) health insurance premium while the employee is on leave, unless the employee is otherwise entitled to continued Hospital contributions to the employee's premiums under the Family and Medical Leave Act. This payment should be made payable to Crawford County Memorial Hospital and brought to the payroll office as close to the first of the month as possible. When returning from a leave of absence, other than an absence under the Family and Medical Leave Act, the employee will be reinstated in the same position, or a comparable one, if the same position or a comparable one is available, but reinstatement cannot be guaranteed. If the same position or a comparable one is not available, and it is feasible, the opportunity for training in another area may be given.
- E. In the event that the employee fails to return on the agreed upon date, it shall be considered an automatic voluntary termination of the employee's employment.
- F. In order to effect a fair method of accruing fringe benefits, the employee's hire date shall be moved forward one month for each 30 days of absence, or a portion thereafter. The employee's hire date will not be changed for a leave of absence of less than 30 days or for leaves granted under the Family and Medical Leave Act.

Section 1 Temporary Medical Disability

- A. An initial leave of absence for a personal temporary medical disability may be granted for a period of up to twelve (12) weeks in case of illness, accident or other disability not covered by Workers' Compensation. Requests for such leaves should be submitted as soon as the employee knows of the need for absence, and must be accompanied by a certificate of disability that meets the requirements of the Family and Medical Leave Act. If the disability continues beyond the amount of medical leave time for which the employee is eligible under the Family and Medical Leave Act, it is possible that the employee may nevertheless be eligible for an extension of the leave under certain circumstances. Extension requests should be submitted to the administrator's secretary as soon as the need for an extension becomes known. Information will be provided to the employee regarding the additional medical information required to consider an extension of leave. A physician's statement of fitness to return to work will be required. Failure to return to work promptly after medical release, or failure to request an extension before the leave expires, will be considered a voluntary resignation from employment.
- B. Pregnancy, childbirth and related medical conditions will be treated the same as any other temporary medical disability for all job-related purposes. If the employee is pregnant, the employee may continue to work as long as the employee is able to perform the duties of their assigned position; however, the employee will be required to secure a signed permit from their physician stating that it is medically safe for the employee to continue to work during their pregnancy. The hospital's policy is to grant parental leaves of absence for a period of up to 12 weeks unless the employee's physician certifies that a longer period of absence is medically necessary. As with all other temporary medical disability leaves, a request for leave of absence should be

submitted as soon as the employee knows of the need for their absence (the expected date of delivery or earlier date if medically necessary). A physician's signed statement confirming the pregnancy and indicating the probable starting date of the disability absence, as well as a statement of fitness to return to work, will be required. Long-term disability benefits for pregnancy related conditions are the same as those for any other medical disability.

- C. Additional time off beyond the period of actual medical disability must be requested separately as a personal leave of absence. Parental leave for the birth, adoption, or foster care of a child should be requested under the Family and Medical Leave Act.
- D. If the employee must be absent from work longer than their eligible leave period due to illness or accident, and the employee is terminated, the employee is still eligible for the full benefit of the sick leave and accident policy as long as a physician provides continuing recertification that the employee is medically unable to work at any job and the employee does not engage in any other employment.

Section 2. Military Service

- A. If the employee is called into active military service the employee will be granted extended leave, consistent with existing laws. If the employee is on an extended military leave of absence, the employee must return to employment within ninety (90) days after the employee is released from active duty.
- B. Members of reserve units or the National Guard are granted leave without loss of pay for the first thirty (30) days of such leave. The period of military leave will not affect the employee's rights to seniority, vacation, sick leave, or other employment benefits.

Section 3. Education Leave

Educational leave without pay may be granted for further education in a field applicable to employment at the Employer if the employee expects to return to the hospital.

Section 4. Personal Leave

The employee may be granted a leave of absence without pay for personal reasons at the discretion of the administrator.

Section 5. Jury Duty

- A. Jury duty is a civic responsibility that should be accepted by every employee. Accordingly, the Employer will not request that the employee be excused from jury duty unless the employee's absence would impair hospital operations. When the employee receives a jury summons, the employee must notify their department manager / supervisor so that arrangements can be made for work assignments.
- B. The hospital will reimburse regular full-time and regular part-time employees for the difference between jury pay and their usual daily earnings for any regularly scheduled work days served as a jury member. The employee is expected to report for work at the hospital during any hours the employee's presence is not required in court.

Section 6. Funeral Leave

- A. Full-Time Employees:
 - a. A leave of absence with pay shall be granted for a death in the immediate family (husband, wife, child, stepchildren, father, mother, sister, brother, grandparents or grandchildren. This paid period may not exceed three (3) days for any one occurrence.
 - b. Three (3) flexible days will be allowed for in-laws: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-parents. The employee is allowed three (3) flexible days to cover this entire group. The three (3) flexible days will be allowed each year and do not need to be earned back. This applies only to the full-time employees and only then on their regular work schedule.
- B. Part-time Employees:
 - a. Regularly scheduled part-time employees who work a minimum of eight (8) hours per week will be allowed three (3) flexible days per year for death of any of the following family members: husband, wife, child, father, mother, sister, brother, grandparents, grandchildren, in-laws (mother, father, brother, sister, son or daughter), step-parents or stepchildren. The three (3) flexible days will be allowed each year and do not need to be earned back. These provisions apply only to regularly scheduled work days. In addition, time in excess of three (3) days may be granted if necessary, but shall be without pay.
 - b. In all cases, funeral leave pay cannot be paid in conjunction with a scheduled vacation, birthday, holiday, etc. There will be no doubling up of payments. The Employee must request funeral leave pay on forms provided by the department manager / supervisor.

Section 7. Family Medical Leave

Notwithstanding unpaid leave which may be granted under the provisions of any other Section of this Agreement, if the employee has been employed for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve (12) month period, the employee may be granted up to twelve (12) weeks of unpaid leave for one or more of the following reasons:

Birth of son or daughter and in order to care for such son or daughter.

Placement of son or daughter with the employee for adoption or foster care.

To care for a spouse, son, daughter or parent who has a serious health condition.

Because of a serious health condition which renders the employee incapable of performing the functions of their position.

The twelve (12) month period that will be used to compute the employee's eligibility for family or medical leave will be the twelve (12) month period measured backward from the date the employee uses family or medical leave. Each time the employee takes family or medical leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months. For example, if the employee uses four (4) weeks of leave beginning in February, 1994, then used four (4) additional weeks beginning in June, 1994, and four (4) more weeks beginning in December, 1994, the employee would not be entitled to any additional leave until February, 1995. In February, 1995, the employee would be entitled to only four (4) weeks of leave, and in June, 1995 would be entitled to four (4) additional weeks, etc.

The employee must use all available paid leave time to which they are entitled, prior to commencement of unpaid leave. The employee shall provide as much prior notice of intention to take leave as possible, preferably a minimum of thirty (30) days. Where the need for leave is unforeseeable, the employee must give notice as soon as practical.

If the employee returns to work within the twelve (12) week period of leave, the employee will be allowed to return to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited; however, additional benefits or seniority will not accrue during the absence.

Group insurance benefits will be continued during an approved absence, provided the employee continues to remit their share of the premium, if applicable. During leaves of absence under the Family and Medical Leave Act, the Hospital will continue to pay its portion of the employee's health insurance premiums and the employee must continue to pay their share of the premiums. The employee's failure to pay their share of the health insurance premiums may result in loss of coverage. If the employee does not return to work after the expiration of their leave, they will be required to reimburse the Hospital for payment of health insurance premiums during their leave, unless their reason for not returning is due to a serious health condition that prevents them from performing their job, or as otherwise required by law.

Any leave request based on the employee's or their family member's serious health condition must be supported by certification from a health care provider, obtained at the employee's expense. Certification from the health care provider must contain:

the date the serious health condition began;

the possible duration of the condition;

the appropriate medical facts regarding the condition;

if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue;

if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of their job; and

in the case of intermittent leave or leave on a reduced hours basis for planned medical treatment, the date(s) the treatment is expected to be given and the duration of the treatment.

The employee may be required to obtain a second or third medical opinion from a health care provider designated by the Hospital, at the Hospital's expense. The Hospital may require the employee to report periodically on their status and their intention to return to work, and also may request periodic recertification of the health condition. If the employee is taking leave due to the employee's serious health condition, the employee is required to obtain certification that they are able to resume work prior to their return from a medical leave. Failure to return to work promptly after medical release will be considered a voluntary resignation from employment.

For purposes of this policy, health care provider shall be defined as a doctor of medicine or osteopathy, and anyone else designated by the Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act.

Furthermore, serious health condition shall mean an illness, injury, impairment of physical or mental condition that involves: (a) any period of inpatient care in a hospital, hospice or residential medical care facility; (b) any period of incapacity requiring absence from work for more than three calendar days that also involves continuous treatment by a health care provider; (c) continuous treatment by a health care provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three calendar days; or (d) prenatal care.

This section is subject to revision by change in legislation or interpretation of competent legal authority.

ARTICLE XI

MISCELLANEOUS

Section 1 Access to Personnel Files

- A. Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.
- B. Access to personnel files shall be limited to authorized Employer personnel, the employee, and a Union representative if so designated in writing by the employee.
- C. In the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any germane material contained in the affected employee's personnel file.

- D. When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Section 2 Payday

The Employer agrees to pay all employees every other Friday. If the scheduled payday falls on a holiday or weekend, the preceding workday shall be payday.

Section 3 Performance Evaluation

A. Frequency of Evaluations

Employees will be evaluated by their immediate supervisor annually but not more than two (2) times per year, except that newly hired employees may be evaluated three (3) times in their first year of employment.

B. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee. All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

C. Evaluation Form and Criteria

Any changes in the existing form and criteria of the evaluation shall be mutually agreed upon by the Employer and the Union. Impasse on any item will be resolved by arbitration or any other mutually agreed upon procedure.

Section 4 Damage to Personal Items

- A. The Employer agrees that employees may submit to their immediate supervisor requests for reimbursement for any uniform or uniform item, watch or eye glasses damaged or contaminated, beyond cleaning or reasonable repair, in the performance of assigned duties up to a maximum of one hundred fifty dollars (\$150.00) per occurrence.
- B. The Employer agrees that employees may submit requests to the Hospital Board of Trustees for claims denied by the immediate supervisor or which are in excess of one hundred fifty dollars (\$150.00). If the Employer requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The immediate supervisor may at his/her discretion certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall make a good faith effort to expedite the claims submitted pursuant to this Section.

Section 5 Hospital Services

A. Prescription Drugs

All outpatient drugs prescribed for the employee by a physician will be dispensed at cost plus ten percent (10%) for all employees. Drugs will not be sold for the employee's spouse or dependents.

B. Physicals

The Employer shall provide all employees a physical examination by a physician of their choice every four (4) years after date of employment.

ARTICLE XII
HEALTH AND SAFETY

Section 1 Safety Matters

- A. The Employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.
- B. The Employer agrees to make reasonable provisions for the health and safety of its employees during their hours of employment. The Union and the employees will cooperate with the Employer in maintaining policies, rules, and regulations pertaining to health and safety. Employees will be responsible for promptly reporting any unsafe conditions to their immediate supervisor.
- C. Violations of this section are subject to the grievance procedure but are not subject to binding arbitration.

Section 2 TB Screen

A TB screen will be provided at the time of employment and at appropriate time periods thereafter. This screen shall be provided at no cost to the employee.

Section 3 Hepatitis Vaccine

The employer shall offer, at no cost, the Hepatitis vaccine to all employees according to OSHA guidelines.

ARTICLE XIII
NO STRIKE OR LOCKOUT

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representative or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XIV

GENERAL

Obligation to Bargain

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union or any employee or employees covered by this Agreement. This Agreement constitutes the complete and final Agreement between the parties with respect to all mandatory topics of bargaining as set forth in Chapter 20 of the Iowa Code. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the life of this Agreement, neither the Employer and the Union will be required to negotiate on any further matters affecting this Agreement or on any other subject not specifically set forth in this Agreement.

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision and the remaining portion of the Agreement shall be binding upon the parties.

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ARTICLE XV

DURATION

This Agreement, with the exception of Appendix A and B, shall be effective July 1, 2006, and continue through June 30, 2008.

The Salary matrix and employee listing in Appendix A shall be effective July 1, 2006 and continue through June 30, 2007. The Salary matrix and employee listing in Appendix B shall be effective July 1, 2007 and continue through June 30, 2008.

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on the 12 day of June, 2006.

AFSCME / IOWA COUNCIL 61 CRAWFORD COUNTY MEMORIAL

LOCAL 1682, CRAWFORD COUNTY HOSPITAL

MEMORIAL HOSPITAL

NON-PROFESSIONAL PATIENT

CARE UNIT

BY Vicki Anderson

Bargaining Committee Member

BY Rose mullen

Bargaining Committee Member

BY Chessa

Bargaining Committee Member

BY Raela Baird

Raela Baird

Chief Negotiator

AFSCME Iowa Council 61

BY [Signature]
Hospital Representative

BY Edwin Roast

Hospital Representative

BY [Signature]

Hospital Representative

BY Renee Von Bokern

Renee Von Bokern

Chief Negotiator

Crawford County Memorial Hospital

Appendix A

Hospital Proposed Pay Scale
Effective July 1, 2006

New #	Position	OJT OJT	Step 1 0 < 1	Step 2 1 < 2	Step 3 2 < 3	Step 4 3 < 4	Step 5 4 < 5	Step 6 > 5	Step 7	Step 8	Step 9	Step 10	Tenure
1	Physical Therapy Aide	7.82	8.15	8.48	8.82	9.17	9.54	9.92	10.32	10.73	11.16	11.61	12.07
2	Activity Director	8.05	8.39	8.73	9.08	9.44	9.82	10.21	10.62	11.04	11.48	11.94	12.42
3	Unit Secretary/Nurse Asst.	8.09	8.43	8.77	9.12	9.48	9.86	10.25	10.66	11.09	11.53	11.99	12.47
4	Pharmacy Clerk	8.46	8.81	9.16	9.53	9.91	10.31	10.72	11.15	11.60	12.06	12.54	13.04
5	Pharmacy Cert. Tech	9.14	9.52	9.90	10.30	10.71	11.14	11.59	12.05	12.53	13.03	13.55	14.09
6	EMT-Basic	9.49	9.89	10.29	10.70	11.13	11.58	12.04	12.52	13.02	13.54	14.08	14.64
7	EMT-I	10.50	10.94	11.38	11.84	12.31	12.80	13.31	13.84	14.39	14.97	15.57	16.19
8	LPN	11.03	11.49	11.95	12.43	12.93	13.45	13.99	14.55	15.13	15.74	16.37	17.02
9	EMT-P	10.85	11.30	11.75	12.22	12.71	13.22	13.75	14.30	14.87	15.46	16.08	16.72
10	Physical Thrpy Asst.	11.68	12.17	12.66	13.17	13.70	14.25	14.82	15.41	16.03	16.67	17.34	18.03
11	Paramedic Specialist	11.62	12.10	12.58	13.08	13.60	14.14	14.71	15.30	15.91	16.55	17.21	17.90
12	Resp. Thrpy Tech\Cert.	12.07	12.57	13.07	13.59	14.13	14.70	15.29	15.90	16.54	17.20	17.89	18.61
13	Staff Radiology Tech	13.53	14.09	14.65	15.24	15.85	16.48	17.14	17.83	18.54	19.28	20.05	20.85
14	Med. Lab Tech	13.33	13.89	14.45	15.03	15.63	16.26	16.91	17.59	18.29	19.02	19.78	20.57
15	Med. Tech	14.36	14.96	15.56	16.18	16.83	17.50	18.20	18.93	19.69	20.48	21.30	22.15

Appendix B

Hospital Proposed Pay Scale
Effective July 1, 2007

New #	Position	OJT OJT	Step 1 0 < 1	Step 2 1 < 2	Step 3 2 < 3	Step 4 3 < 4	Step 5 4 < 5	Step 6 > 5	Step 7	Step 8	Step 9	Step 10	Tenure
1	Physical Therapy Aide	8.06	8.39	8.73	9.08	9.44	9.82	10.21	10.62	11.04	11.48	11.94	12.42
2	Activity Director	8.30	8.64	8.99	9.35	9.72	10.11	10.51	10.93	11.37	11.82	12.29	12.78
3	Unit Secretary/Nurse Asst.	8.34	8.68	9.03	9.39	9.77	10.16	10.57	10.99	11.43	11.89	12.37	12.86
4	Pharmacy Clerk	8.71	9.07	9.44	9.82	10.21	10.62	11.04	11.48	11.94	12.42	12.92	13.44
5	Pharmacy Cert. Tech	9.41	9.81	10.20	10.61	11.03	11.47	11.93	12.41	12.91	13.43	13.97	14.53
6	EMT-Basic	9.78	10.19	10.59	11.01	11.45	11.91	12.39	12.89	13.41	13.95	14.51	15.09
7	EMT-I	10.82	11.27	11.72	12.19	12.68	13.19	13.72	14.27	14.84	15.43	16.05	16.69
8	LPN	11.36	11.83	12.31	12.80	13.31	13.84	14.39	14.97	15.57	16.19	16.84	17.51
9	EMT-P	11.17	11.64	12.10	12.58	13.08	13.60	14.14	14.71	15.30	15.91	16.55	17.21
10	Physical Thrpy Asst.	12.03	12.54	13.04	13.56	14.10	14.66	15.25	15.86	16.49	17.15	17.84	18.55
11	Paramedic Specialist	11.96	12.46	12.96	13.48	14.02	14.58	15.16	15.77	16.40	17.06	17.74	18.45
12	Resp. Thrpy Tech\Cert.	12.43	12.95	13.46	14.00	14.56	15.14	15.75	16.38	17.04	17.72	18.43	19.17
13	Staff Radiology Tech	13.93	14.51	15.09	15.69	16.32	16.97	17.65	18.36	19.09	19.85	20.64	21.47
14	Med. Lab Tech	13.73	14.31	14.88	15.48	16.10	16.74	17.41	18.11	18.83	19.58	20.36	21.17
15	Med. Tech	14.79	15.41	16.03	16.67	17.34	18.03	18.75	19.50	20.28	21.09	21.93	22.81